

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Liberty International Group	2. Registration Number 6881
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3. Primary Address of Registrant 1120 20th Street NW, Washington, DC 20036

4. Name of Foreign Principal 31416 S.A.S. through DCI Group AZ, LLC	5. Address of Foreign Principal Carrera 35 #15 B 143, 35 Palms, Floor 4 Medellin, Colombia COLOMBIA
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6. Country/Region Represented COLOMBIA

7. Indicate whether the foreign principal is one of the following: <input type="checkbox"/> Government of a foreign country ¹ <input type="checkbox"/> Foreign political party <input checked="" type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Association </div> <div> <input type="checkbox"/> Committee <input type="checkbox"/> Voluntary group <input type="checkbox"/> Other (<i>specify</i>) _____ </div> </div> <input type="checkbox"/> Individual-State nationality _____
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8. If the foreign principal is a foreign government, state: a) Branch or agency represented by the registrant b) Name and title of official with whom registrant engages
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¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

9. If the foreign principal is a foreign political party, state:

- a) Name and title of official with whom registrant engages
- b) Aim, mission or objective of foreign political party

10. If the foreign principal is not a foreign government or a foreign political party:

- a) State the nature of the business or activity of this foreign principal.

31416 S.A.S. acts in support of Alvara Uribe

- b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☒ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

11. Explain fully all items answered "Yes" in Item 10(b).

Item 10(b)(4): Tomás Uribe Moreno

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

10/24/2020Connie Mack/s/Connie Mack

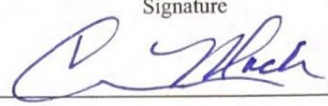
EXECUTION

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Date

Printed Name

Signature

<u>10/24/2020</u>	<u>Connie Mack</u>	<u></u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Liberty International Group

2. Registration Number

6881

3. Name of Foreign Principal

31416 S.A.S. through DCI Group AZ, LLC

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 08/31/2020
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Liberty International Group will provide communications and public affairs support on behalf of former President of Colombia Alvaro Uribe through DCI Group AZ, LLC.

The agreement between Liberty International Group and DCI AZ, LLC. was accepted and became effective on August 31, 2020. The agreement was drafted with dates to match DCI's agreement with the foreign principal, but Liberty's effective date is August 31, 2020.

9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Liberty International Group will provide communications and public affairs support on behalf of former President of Colombia Alvaro Uribe through DCI Group AZ, LLC.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register³ for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
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13. During the period beginning 60 days prior to the obligation to register⁴ for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
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¹ "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

10/24/2020Connie Mack/s/Connie Mack

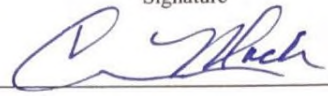
EXECUTION

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Date

Printed Name

Signature

<u>10/24/2020</u>	<u>Connie Mack</u>	<u></u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Master Services Agreement

This Master Services Agreement ("Agreement") is made and entered into by **DCI Group AZ, L.L.C.** ("DCI AZ"), an Arizona limited liability company, and **Liberty International Group** ("Consultant") (each a "Party" or collectively herein the "Parties"), effective as of **August 21, 2020** ("Effective Date").

WHEREAS, DCI AZ desires to retain, as of the Effective Date, Consultant to render certain professional services ("Services") in which Consultant has specialized expertise and Consultant wishes to perform those Services.

THEREFORE, in consideration of their mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DCI AZ and Consultant, intending to be legally bound, do hereby agree as follows:

Scope of Services, Term, and Performance

1. **Scope**. Consultant shall provide Services to DCI AZ as specified in this Agreement and/ or work orders to this Agreement or as otherwise assigned by Client in writing (with any such written assignments including e-mail communications deemed work orders under this Agreement) ("Work Orders"). Work Orders shall be incorporated into, and made an integral part of, this Agreement subject to all of the terms and conditions herein.
2. **Term**. This Agreement shall become effective as of the Effective Date and shall continue on a month-to-month basis, unless earlier terminated in accordance with the provisions of Sections 9 and 20 of this Agreement.
3. **Performance**. While performing Services hereunder, Consultant shall adhere to the highest professional and ethical standards and shall conduct the Services so as to avoid any appearance of impropriety. Consultant shall devote the number of hours as is reasonably necessary to fulfill the purposes and intent of this Agreement and any given Work Order. Consultant shall be in control of the manner and means of the performance of the Services. If directed by DCI AZ, Consultant shall provide reports to DCI AZ on a timely basis regarding the Services.

Consultant represents, warrants, and covenants that Consultant and Consultant's officers, employees, agents and independent contractors shall abide by the applicable provisions of DCI AZ's Code of Conduct, which DCI AZ shall furnish to Consultant with this Agreement. Consultant, on behalf of its officers, employees, agents and independent contractors shall execute the Code of Conduct Certification stating that Consultant, its officers, members, employees, agents and independent contractors have read the Code of Conduct, understand it and will abide by the Code of Conduct.

Compensation and Invoicing

4. **Fee**. Fees to be paid to Consultant by Client will be set forth in Work Orders ("Consulting Fee"). Consultant understands and agrees that Consultant is not authorized to pay, directly or indirectly any part of the Consulting Fee, expense reimbursement or any other fee for Services to a government official, or his or her staff, designees or family members.

Expenses. DCI AZ will reimburse reasonable business expenses incurred by Consultant ("Expenses"). Consultant must seek prior approval from DCI AZ for all individual Expenses in excess of \$300. Consultant must provide DCI AZ a written listing of all necessary out-of-pocket Expenses incurred by Consultant together with originals or copies of supporting receipts

or other documentation. Consultant agrees to include accurate, complete and timely accounting in its books and records of all Expenses incurred by Consultant or its representatives in connection with the Services.

Invoice Procedure. Consulting fee invoices and Expense reimbursement invoices shall be in writing and are due to DCI AZ on the 5th day of each month for the Services performed by Consultant and Expenses incurred in the prior month. Consultant agrees to provide written descriptions of the Services provided to accompany the submission of invoices. Invoices will be paid within thirty (30) days of receipt. Consulting fees will not be paid nor Expenses reimbursed to Consultant unless: (1) this Agreement has been signed and returned by Consultant; (2) any subsequent Work Orders have been signed and returned by Consultant; (3) the Consultant has submitted the required monthly invoice properly documented and in a timely manner with the applicable project code noted; and (4) Consultant has provided DCI AZ a true, correct and complete IRS Form W-9, W-8 or other applicable IRS form.

Consultant may mail or email the invoice to the following address:

DCI Group AZ, L.L.C.
Attn: Wendy McKillop Slagle
1828 L Street, NW, Suite 400
Washington, DC 20036
Email: wslagle@dcigroup.com

Direction and Control

5. **Direction and Control.** Consultant shall keep DCI AZ informed as to the identity of any individual or individuals retained by Consultant as employees, agents or independent contractors (collectively referred to as "personnel") who will perform Services on Consultant's behalf. Consultant at all times shall be responsible for actual direction and control of such personnel. If any personnel performs Services in an unsatisfactory manner, as determined by DCI AZ in its sole and unfettered discretion, Consultant shall remove such personnel from any and all Services that Consultant is providing to DCI AZ. In the event an agent or independent contractor performs Services on Consultant's behalf, Consultant shall execute a written agreement specifying that the Service is a work made for hire under U.S. copyright law.

Representations, Warranties and Covenants

6. **Representations, Warranties and Covenants.** Consultant represents and warrants to, and covenants and agrees with, DCI AZ that Consultant: (i) shall provide all Services in accordance with the highest standards of the industry in which Consultant operates and deliver such Services and any other product or end result contemplated by applicable Work Orders in conformance with the specifications established by DCI AZ; (ii) has the legal, right, power and authority to enter into this Agreement and perform the Services and other obligations hereunder; (iii) will not infringe any third-party rights, including but not limited to copyright, trademark, patent, and/or the right of publicity or privacy; and (iv) has no obligations to or relationships with, and during the term of this Agreement will not create obligations to or relationships with, other parties, that would (a) create a conflict with performing the Services under this Agreement, or (b) prevent Consultant from performing the Services under this Agreement or limit Consultant's ability to provide the Services under this Agreement or to perform any other obligation under this Agreement.

In addition, Consultant represents and warrants to, and covenants and agrees with, DCI AZ that Consultant: (a) shall not disclose to DCI AZ, or induce DCI AZ to use, any proprietary information or data belonging to any former employer of Consultant or any other third party;

and (b) shall not use, and will not need to use, any confidential or proprietary information that may be known to Consultant from any former employer of Consultant or that is subject to confidentiality obligations on the part of Consultant.

Consultant shall inform DCI AZ promptly of any event or change in circumstances that may negatively affect Consultant's ability to perform any of its obligations under this Agreement in the manner contemplated by the Parties.

Indemnification

7. **Indemnification.** Consultant agrees to indemnify, defend and hold harmless DCI AZ, and each of its affiliates, and each of their respective successors, assigns, officers, directors, members, employees and agents (each, an "Indemnified Person") from and against any and all costs, expenses (including, without limitation, any related attorneys' fees and costs, losses, liabilities, judgments or settlements), penalties and damages (including punitive) that any Indemnified Person may incur directly or indirectly as a result of any claim, suit, investigation, proceeding (whether administrative or judicial) or other cause of action (each, a "Claim") in any way arising out of or related to (i) Consultant's provision of Services under this Agreement; (ii) the inaccuracy of any representation, warranty, covenant or agreement of Consultant set forth in this Agreement or other breach of this Agreement by Consultant; and/or (iii) the negligence or misconduct of Consultant.

If a Claim is made or otherwise brought against any Indemnified Person, the Indemnified Person shall be entitled to select its own counsel to defend it against the Claim(s). In that event, Consultant shall be required to pay all legal fees and other expenses incurred by the Indemnified Person in relation to the Claim(s), including any related appeals, as they are incurred. If Consultant should fail to pay on demand any amounts payable to or on behalf of an Indemnified Person under this Section 7, then Consultant authorizes DCI AZ to deduct such amounts from any fees that may be owed to Consultant for any Services provided under this Agreement.

Compliance with Applicable Law

8. **Compliance with Applicable Law.** Consultant shall render all Services in accordance with all applicable federal, state, local and international laws, rules and regulations including, but not limited to all lobbying laws and any requisite registration and reporting and all government ethics rules. Consultant shall appropriately and timely file with all applicable governmental entities any and all disclosures and other reports as may be required by any federal, state, local or international law or regulation. Consultant is not authorized to make or offer to make on behalf of DCI AZ or any of its affiliates any political contribution or gift that benefits any U.S. federal, state or local public official or any international government official, without DCI AZ's prior written consent. Any payment of meals, entertainment, travel or lodging of government officials, their designees and staff must be pre-approved by DCI.

Anti-Corruption

9. **Anti-Corruption.** Consultant represents and warrants that Consultant and Consultant's principals, partners, directors, employees, consultants, contractors or other representatives are familiar with the anti-corruption provisions of the Foreign Corrupt Practices Act ("FCPA") and applicable local law, and agrees that it and they shall abide by and not violate those provisions in connection with its activities under this Agreement, and shall take no actions that could subject DCI AZ to liability under those provisions of law. It is understood and agreed that no part of the fee, other compensation or expense reimbursement paid under the Agreement will

be paid directly or indirectly to a government official or employee. Consultant represents and warrants that Consultant has not offered, made, transferred, or promised, and agrees that it shall not offer, make, transfer, or promise, in connection with the transactions contemplated by this Agreement, or in connection with any other business transactions involving DCI AZ, any payment or transfer of anything of value, or seek any improper advantage, directly or indirectly, that could constitute public or commercial bribery, acceptance of or acquiescence in extortion or kickbacks, or any other unlawful or improper means of obtaining or retaining business, including to influence a foreign government official. Consultant agrees to disclose to DCI AZ any payment of, or offer to pay, political contributions, fees or commissions by Consultant to any government official, political party or political candidate. Consultant agrees to include accurate, complete and timely accounting in its books and records of all payments or expenses incurred by Consultant or its representatives in connection with the transactions contemplated by this Agreement, or in connection with any other business transactions involving DCI AZ. Such accurate accounting shall include receipts and similar evidence reasonably necessary to validate all such payments or expenses. Consultant shall indemnify and hold harmless DCI AZ against any financial liability imposed on DCI AZ under the FCPA or any other law as a result of any direct or indirect payment or transaction by Consultant that could constitute public or commercial bribery, acceptance of or acquiescence in extortion or kickbacks, or any other unlawful or improper means of obtaining or retaining business. Either Party to this Agreement may disclose the terms of this Agreement to relevant government entities, outside counsel or auditors for the purpose of complying with applicable laws and regulations, which may include reporting any anti-corruption violations to U.S. or local government officials. DCI AZ reserves the right to withhold payment under this Agreement or terminate the Agreement if it receives credible information causing it to believe in good faith that Consultant has taken any action that could subject DCI AZ to liability under the FCPA. Consultant acknowledges that the provisions of this section shall also equally apply to the Consultant's principals, directors, employees, consultants, contractors or other representatives.

9.1 Definitions:

9.1 "FCPA" means the Foreign Corrupt Practices Act of 1977 of the United States of America, as amended by the Foreign Corrupt Practices Act Amendments of 1988 and 1998, and as may be further amended and supplemented from time to time.

9.1.2 "Restricted Person" means:

any officer or employee of a foreign government or any department, agency, or instrumentality thereof, or of a public international organization, or any person acting in an official capacity for or on behalf of any such government or department, agency, instrumentality, or public international organization; or any foreign political party or official thereof or any candidate for a foreign political office.

9.2 In connection with the services provided through this Agreement, the parties have not and will not, directly or indirectly, either (a) offer, pay, promise to pay or authorize the payment of any money or gift; or (b) offer, promise to give, or authorize the giving of anything of value to, or seek any improper advantage from, either:

9.2.1 any Restricted Person; or

9.2.2 any other person, knowing that all or a portion of such money or thing of value will be offered, given, or promised, directly or indirectly, to any Restricted Person for the purpose of:

9.2.2.1 influencing any act or decision of the Restricted Person in his or her official capacity;

9.2.2.2 inducing the Restricted Person to do or omit to do any act in violation of the lawful duty of the Restricted Person;

- 9.2.2.3 securing any improper advantage;
- 9.2.2.4 inducing the Restricted Person to use his or her influence with any government, or instrumentality thereof, to affect or influence any act or decision of that government or instrumentality; or
- 9.2.2.5 obtaining or retaining business for or with, or directing business to, any person.

9.3 Restricted Persons will not share directly or indirectly in the proceeds obtained through this Agreement.

9.4 Payments will not be made under this Agreement in cash or bearer instrument.

9.5 Payments will not be made under this Agreement to any persons other than the parties.

9.6 Payments will not be made to the parties under this Agreement other than payment that is reasonably commensurate with the services performed in accordance with the terms of this Agreement.

9.7 Payments made under this Agreement will not be used for any activity or purpose that would violate the FCPA, or that might expose either Party to liability under the FCPA.

9.8 All payments will be accurately recorded in the books and records of each Party.

9.9 If either Party violates the FCPA, then the other Party may unilaterally and immediately terminate this Agreement with written notice to the violating Party.

Confidentiality

10. **Disclosure Prohibited.** Except in connection with the performance of Services under this Agreement, Consultant shall neither use nor disclose confidential information ("Confidential Information"). For purposes of this Agreement, Confidential Information shall mean information, whether in written form or memorized, involving DCI AZ's operations, finances, research and other development efforts, strategies, technical or other data, compilations, source code or other software, methods (including methods for marketing, selling, pricing, bidding, and providing public affairs services), techniques, processes, procedures, financial data (including marketing, sales, and cost data), information concerning DCI AZ's clients (including the identity of the client, contacts, contracts, work orders, task orders, purchase orders, and other information identifying the public affairs needs of DCI AZ's clients) or other aspects of DCI AZ's public affairs business that are not generally known by the public.

Consultant agrees that Consultant shall not disclose or use any Confidential Information, in any form, for any purpose other than to perform Services, without the prior written consent of DCI AZ except where disclosure is required by law or a court order. If Consultant is compelled by law to disclose Confidential Information, Consultant shall provide DCI AZ with prior notice of such compelled disclosure and reasonable assistance to DCI AZ if DCI AZ wishes to contest the disclosure.

11. **Return or Destruction.** Immediately upon termination of this Agreement, Consultant shall deliver to DCI AZ (without retaining any copies thereof) any and all documents, magnetic tape recordings, computer disks and files, work products, statements or other written or electronic information or data obtained from DCI AZ or any of its clients that contain, are based upon, or are generated from any Confidential Information. Alternatively, Consultant may seek approval from DCI AZ to destroy any such materials, provided such materials do not relate in any way

to a legal action or subpoena involving DCI AZ or any of its clients, or other legal requirement to maintain certain records, and further provided that Consultant provides appropriate, written certification describing in adequate detail the inventory of the materials destroyed and the means used if requested by DCI AZ. Consultant's obligations under Section 10 herein are in no way obviated or otherwise limited by the return and/or destruction of such materials.

Non-Compete, and Non-Solicitation

12. Covenant Not to Solicit or Provide Competitive Public Affairs Services to Customers. Consultant agrees that during the period Consultant is providing Services to DCI AZ and for a period of one (1) year immediately following the termination thereof (the "Restricted Period"), Consultant shall not, directly or indirectly, solicit the provision of, or otherwise provide, public affairs services that are competitive with those provided by DCI AZ to any Customer. "Customer" as used in this Section 12, shall mean any company, coalition, non-profit, person, or other DCI AZ client for whom/which Consultant performs Services under this Agreement at any time during the twelve (12) months immediately prior to the termination of the Services.
13. Covenant Not to Hire or Solicit Employees. Consultant agrees that during the Restricted Period, Consultant shall not, directly or indirectly solicit for employment or employ any DCI AZ Employee. "DCI AZ Employee," as used in this Agreement, shall mean any employee who is employed with DCI AZ at any time during the last six (6) months immediately prior to the termination of the Services.
14. Breach of Restrictive Covenants. Consultant acknowledges that pursuant to this Agreement, DCI AZ shall provide Consultant with access to Confidential Information, and that the use of such Confidential Information by Consultant on behalf of an entity or person other than DCI AZ would cause irreparable harm to DCI AZ. Consultant also acknowledges DCI AZ has invested considerable time and resources in developing its relationships with its Customers and in training DCI AZ Employees, the loss of which similarly would cause irreparable harm to DCI AZ.

Without limitation, Consultant agrees that if Consultant should breach or threaten to breach any of the restrictive covenants contained in Sections 10-13 of this Agreement, DCI AZ may apply for the immediate entry of an injunction restraining any actual or threatened breaches or violations of said provisions or terms by Consultant.

If, for any reason, any of the restrictive covenants or related provisions contained in Sections 10-14 of this Agreement should be held invalid or otherwise unenforceable, it is agreed the court shall construe the pertinent section(s) or provision(s) so as to allow its enforcement to the maximum extent permitted by applicable law. Consultant further agrees that any claimed DCI AZ breach of this Agreement shall not prevent, or otherwise be a defense against, the enforcement of any restrictive covenant or other Consultant obligation herein.

Consultant shall be responsible for all legal expenses and other costs actually incurred by DCI AZ in enforcing any of the restrictive covenants or other Consultant obligations in this Agreement.

General Provisions

15. Ownership. Consultant understands and agrees that Consultant may not claim any title to the Services, Work Orders or authorship or ownership thereof. Consultant recognizes and acknowledges that all ideas, discoveries, designs, inventions, works of authorship, or any intellectual property or other information developed in whole or in part by Consultant in

connection with the Services and/or Work Orders (collectively referred to as “deliverables”) shall be the exclusive property of DCI AZ.

16. DCI AZ Materials. DCI AZ may from time to time provide Consultant with research, reports, documents, backgrounders, and other materials (the “DCI AZ Materials”) for the sole purpose of preparing the Services. Consultant will use DCI AZ Materials solely to perform the Services and for no other purpose. Consultant warrants that it will take appropriate physical and technological security precautions to ensure that DCI AZ Materials are not distributed outside of Consultant’s possession in any format or media, except as otherwise required by this Agreement. Upon completion of the Services, Consultant will promptly return all DCI AZ Materials to DCI AZ and/or delete all DCI AZ Materials from Consultant’s computers, memory devices, and/or servers. Notwithstanding the above, Consultant may maintain one copy of the DCI AZ Materials solely for its internal record keeping purposes. Any such copies will be maintained in a secure environment accessible only to Consultant. DCI AZ represents to Consultant that to the best of DCI AZ’s knowledge DCI AZ Materials are owned by DCI AZ, or that DCI AZ has permission from the rightful owner to use each such materials.
17. Copyrighted and Proprietary Work Product. To the extent deliverables delivered to DCI AZ include materials entitled to protection under U.S. copyright law, Consultant acknowledges and agrees that: (a) Consultant is an independent contractor and not a partner, employee, joint author, or joint venturer of DCI AZ; (b) DCI AZ specially ordered and commissioned the deliverables as a contribution to a collective work, as part of a motion picture or other audiovisual work, as a supplementary work, as a compilation, or other such category of work as may be eligible for treatment as a “work made for hire” under U.S. copyright law; (c) the deliverables will be deemed a “work made for hire” to the greatest extent permitted by law; and (d) DCI AZ will be the sole author of the deliverables and any work embodying the deliverables pursuant to the U.S. Copyright Act (and/or any other relevant laws) and the sole owner of the original works embodying the deliverables and/or any works derived therefrom.

To the extent that deliverables entitled to protection under U.S. copyright law are not properly characterized as a “work made for hire,” then Consultant hereby irrevocably grants, transfers, and assigns to DCI AZ all rights, title, and interest in and to the deliverables, including but not limited to any copyrights therein, including any renewals and extensions, the right to sue and recover for past, present, and future infringement, and the right to register the copyrights in DCI AZ’s name.

To the extent deliverables may also be protected under patent, trademark, trade secret, or other intellectual-property laws, Consultant also hereby grants, transfers, and assigns to DCI AZ all right, title, and interest in and to the patent, trademark, trade secret, or other intellectual property right in the deliverables (including any and all goodwill associated therewith and any corresponding application(s) or registration(s) therefor), including but not limited to all ideas, discoveries, designs, inventions, and all improvements, modifications, and derivative works thereof, whether or not patentable, trademarkable or copyrightable, to DCI AZ. Consultant agrees to execute whatever additional documents DCI AZ deems necessary or desirable to give effect to the assignment or transfer.

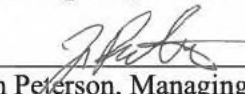
18. Assignment. Consultant shall not assign, sublicense, delegate, or otherwise transfer its rights and obligations under this Agreement, in whole or in part, to any other party or parties without the prior written consent of DCI AZ. Such prior written consent shall not relieve Consultant of any liability for the performance of this Agreement or any Work Order issued hereunder. DCI AZ may withhold its consent to any such assignment or delegation in its sole and unfettered discretion.

19. Survivability. Sections 7, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 22, 23, 24, 25, 26, 27 and 28 of this Agreement shall survive the conclusion or termination of this Agreement indefinitely except to the extent they are expressly limited to the Restricted Period.
20. Termination. A Party shall have the right to terminate this Agreement, and/or any and all associated Work Orders, for any reason or for no reason upon ten (10) days prior written notice to the other Party. Notwithstanding the preceding sentence, DCI AZ shall have the right to terminate this Agreement, and any and all Work Orders, immediately at any time in the event that Consultant materially breaches any of the terms or conditions of this Agreement.
21. Independent Contractor. Consultant shall act as an independent contractor in performing the Services. Nothing contained herein shall be deemed to otherwise make Consultant the agent, employee, joint venturer or partner of DCI AZ or any of its clients, or to be deemed to provide Consultant with the power or authority to act for or on behalf of DCI AZ or any of its clients, or to bind DCI AZ or any of its clients to any contract, agreement, or arrangement with any other person, except as specifically set forth herein. Personnel supplied by Consultant will be deemed to be Consultant's employees, representatives, agents or subcontractors, and will not for any purpose be considered employees or agents of DCI AZ or any of its clients. Neither DCI AZ nor any of its clients will be responsible for the payment of, or withholding of, federal and state income taxes, payroll taxes, social security taxes, health insurance, unemployment insurance, workers compensation insurance, and any other personnel costs and benefits in connection with the Services performed under this Agreement. Under no circumstances will Consultant or any of Consultant's employees or subcontractors or representatives be entitled to any form of fringe benefit or employee benefit from DCI AZ. Consultant agrees to procure from the proper authority all permits and licenses which may be required in Consultant's performance of the Services, and to pay all excise, license, occupation, and other taxes which may become payable to any authority by reason of the Services. Consultant agrees to comply, and shall ensure that Consultant's employees, agents and/or subcontractors comply, with all federal, state, county, and municipal laws, rules, regulations, and ordinances applicable to the performance of the Services.
22. Applicable Law. This Agreement or any Work Order(s) issued hereunder shall be governed and construed in accordance with and pursuant to the laws of the District of Columbia without giving any force or effect to the provisions of any choice of law or conflict of law rules thereof. The Parties knowingly and voluntarily agree that any controversy or dispute arising out of or otherwise related to this Agreement shall be tried exclusively, without jury, in the Superior Court of the District of Columbia or in the United States District Court for the District of Columbia, as appropriate.
23. Severability. If any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.
24. Waiver. The failure of either Party at any time to require performance by the other Party of any provision of this Agreement shall in no way affect the right of such Party thereafter to enforce the same, nor shall any waiver of any breach of any provision by the other Party be taken or held to be a waiver by such Party of any succeeding breach of such provision, or as a waiver of the provision itself.
25. Headings. The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

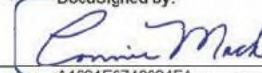
26. Legal Fees. Each Party shall bear its own costs and expenses (including legal fees and expenses) incurred in connection with the review and/or execution of this Agreement.
27. Notices. Any notices to be given hereunder by a Party to the other may be effected either by personal delivery in writing, by guaranteed overnight delivery, by mail, registered or certified, postage prepaid with return receipt requested, or by electronic mail. Mailed notices shall be addressed to the Parties at the addresses appearing at the end of this Agreement, but each Party may change the address upon written notice in accordance with this Section 27. Notices delivered personally, by mail, by electronic mail or by overnight delivery will be deemed communicated as of the date of actual receipt.
28. Entire Agreement. This Agreement and any Work Order(s) issued hereunder supersede all prior oral or written proposals, communications or other agreements related to the subject matter of this Agreement. This Agreement constitutes the entire understanding between Consultant and DCI AZ with regard to the subject matter of this Agreement and no amendment or change shall be binding upon the Parties unless in writing and signed by both Parties.

Each Party is signing this Agreement as of the Effective Date.

DCI Group AZ, L.L.C.

By: 
Justin Peterson, Managing Member
1828 L Street NW, Suite 400
Washington, DC 20036

Liberty International Group

By: 
Honorable Connie Mack, Principal
1120 20th Street, NW, Suite 700 North
Washington, DC 20036

Code of Conduct Certification

By signing below, Consultant hereby acknowledges that Consultant and Consultant's officers, members, employees, agents and independent contractors have read DCI AZ's Code of Conduct, attached hereto, understand it and will abide by it.

Printed Name: Connie Mack
Signature: 
Date: 8/31/2020

Code of Conduct

DCI Group AZ, L.L.C.
DCI Group, L.L.C.

DCI Group AZ, L.L.C. and DCI Group, L.L.C. ("DCI")

Code of Conduct

Dear DCI Employee or Member:

DCI has built its business success upon its strong commitment to fair and ethical behavior. Because we are entrusted with our clients' reputations, brands and strategic goals, following the letter and spirit of the law is of the utmost importance.

This Code addresses some of the key legal and ethical responsibilities DCI employees and members have to our clients, consultants, competitors and to each other. Our Code of Conduct is not intended to cover every situation or every legal requirement. The exercise of common-sense, good judgment and the practice of asking for guidance from management and/or the legal staff when in doubt is expected of all employees and members of the firm. The Code should be read in conjunction with DCI's policies and procedures that can be found on DCI's intranet.

It is the responsibility of every employee and member to know and follow the policies contained in this Code of Conduct. You will be asked to formally acknowledge that you have read the Code of Conduct, understand it and agree to abide by it. I expect that after reading this Code, you will join me in endorsing it and make the guidance provided a foundation of your work with DCI.

I encourage you to discuss any questions or concerns you may have about the Code, or any activity of the Company, with your supervisor, the General Counsel or the Chief Talent Officer. We will treat reports of violations confidentially to the extent possible. No one who reports a suspected violation in good faith will be subject to retaliation for making such a report.

Please join me in committing to protect and strengthen our Company's most important attribute – our reputation for integrity.

Douglas M. Goodyear
Chief Executive Officer

Introduction

DCI is one of the largest fully integrated, independent public affairs and grassroots communications firms in the United States. Our clients are among the largest companies in the world. We provide services to our clients upon a foundation of ethics, trust and lawful conduct. We cannot operate in any other manner because we are entrusted with our clients' reputations, brands and strategic goals.

All of our strategies have one single goal: meeting our clients' public affairs objectives in a legal and ethical manner. DCI commits to following both the letter and spirit of the laws at the local, state and federal levels and in any country where we are operating. We will never place ourselves or our clients in a position of even the appearance of impropriety or wrongdoing.

DCI has established a Code of Conduct as a legal and ethical "compass" to guide behavior. All employees and members are accountable for adherence to the Code. The Code does not cover every conceivable subject matter, but its underlying principles should be applied, using good judgment, to all of our activities.

The Code should be read in conjunction with the DCI's policies and procedures that can be found on the Company's intranet.

Compliance with Laws and Regulations

We will conduct our business with the utmost integrity and in accordance with the applicable state and federal laws and regulations and all international laws, where the Company does business. When there is any doubt concerning the legality of a matter, employees and members should consult with the Office of the General Counsel.

We are Committed to Accuracy

In communicating with the public and media, DCI employees and members will maintain accuracy and truthfulness in advancing the interests of those we represent and in communicating with the public. We practice honest, candid and timely communication.

Fair Treatment and Non-Discrimination

DCI is firmly committed to the fair and equitable treatment of all our employees and members and qualified applicants for employment. DCI's policy is to select, place and work with all our employees and members without discrimination or harassment based on race, color, national origin, gender, age, religion, marital status, disability, veteran's status, actual or perceived sexual orientation or other categories protected by law.

Abusive, harassing or offensive conduct based on a person's race, color, national origin, gender, age, religion, marital status, disability, veteran's status, actual or perceived sexual orientation or other categories protected by law is prohibited.

Threats or acts of violence or physical intimidation are prohibited.

Employee Safety

DCI is committed to providing a safe and healthy work environment. DCI will comply fully with all federal, state and local health and safety laws and regulations.

Proper Accounting Practices

The Company will maintain accurate financial and accounting records. Financial books and records will be kept in accordance with generally accepted accounting principles, and with the state and federal tax requirements of the jurisdiction in which the Company operates.

No "off the books" accounts will be used to conceal or facilitate illegal or inappropriate payments. No employee should make false or misleading entries in any financial records or reports. All financial transactions must be documented appropriately and supported by a valid business purpose.

No employee or member shall make false or misleading statements to any of DCI's accountants, auditors, any government officials or third parties, such as clients, vendors or creditors, and no employee shall, directly or indirectly, take any action to coerce, manipulate, mislead or fraudulently influence the Company's auditors.

Employees and members must ensure full, fair, timely, accurate and understandable disclosure in the Company's periodic reports and comply with rules and regulations of federal, state, provincial and local governments and other appropriate private and public regulatory agencies.

Fair Dealing: Relations with Clients, Consultants and Suppliers

The Company will deal with clients, consultants and suppliers fairly and honestly and will seek to avoid even the appearance of impropriety.

No personal discount that is not generally available to the public (or that is not pursuant to an established discount program) may be accepted by our employees or members from a client or supplier, nor may employees or members accept gifts of any significance from clients or suppliers without the approval of their supervisor. Excessive or lavish gifts to clients or potential clients should be avoided.

No employee may accept payment or any other benefit to publicly endorse any product or service, including those of clients, consultants or suppliers.

Entertainment of business clients or prospects should be done in moderation and only for valid business purposes, and the expenses incurred must be carefully documented to support the business purpose of the transaction for tax return filing purposes as well as general justification. If an employee or member has a concern about whether accepting or providing entertainment, meals and/or refreshments is appropriate, he or she should consult with their supervisor in advance.

Entertainment of government officials may be prohibited by law. If an employee or member is uncertain, he or she should contact the Office of the General Counsel.

Relationships with Officials

Employees and members will not directly or indirectly (through a consultant or otherwise) offer, or cause a client to offer or give, any financial or other incentive to any person in public life, whether elected or appointed that could be construed in any way as a bribe or solicitation of a favor. Providing anything of value to a public official in exchange for any official act or influence or agreement to provide official action or influence is strictly prohibited by DCI. This is the case worldwide regardless of what local customs or laws may allow.

Conflict of Interest/Corporate Opportunity

Every employee and member owes a duty of loyalty to the Company and must at all times act in the Company's best interests, including honest and ethical handling of actual or apparent conflicts of interest between personal and professional relationships.

A "conflict of interest" occurs when an individual's personal interests in any way interfere or conflict (or even appear to interfere or conflict) with the interests of DCI. A conflict of interest situation can arise when an employee or member takes actions or has interests (financial or otherwise) that may make it difficult to perform his or her company work objectively and effectively. Conflicts of interest may also arise when an employee or member, or a member of his or her family, receives improper personal benefits as a result of his or her position in DCI, regardless of whether such benefits are received from DCI or a third party. Loans or extensions of credit or guarantees to or for the personal benefit of an employee or member or to a member of his/her family are prohibited, except as permitted by Company policy, law or exchange requirements.

It is important for employees and members to avoid situations where they have an interest in any business or property or an obligation to any person that affects, could affect or could appear to affect his or her judgment in fulfilling responsibilities to the Company and its clients.

Under no circumstances are employees or members permitted to compete with the Company or take for themselves or for their family members business opportunities that belong to the Company that are discovered or made available by virtue of their position with the Company.

Any employee or member placed in a position where his or her business opportunities (or those of an immediate family member) conflict with those of the Company should discuss the facts of the situation with the Office of the General Counsel.

Employment of Relatives

DCI permits the employment of qualified relatives of existing employees and members as long as such employment does not, in the opinion of DCI, create actual or perceived conflicts of interest. For purposes of this policy, a "relative" is a spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, first cousin, or corresponding in-law or "step" relation.

In general, relatives may not work within the same supervisory/reporting "chain of command" and relatives may not work within the same department if DCI perceives that an inherent conflict of interest may exist. Employees and members who marry while employed may be treated similarly. In other words, if, in the opinion of DCI, a conflict or an apparent conflict of interest arises as a result of marriage, one of the employees or members will be transferred at the earliest practicable time.

In addition, DCI recognizes that at times, employees and members and their close friends, domestic partners or significant others may be assigned to positions that create a co-worker or supervisory-subordinate relationship. DCI will, in its discretion, exercise sound judgment with respect to the creation or continuance of these situations in order to avoid the creation or the appearance of a conflict of interest, avoid favoritism or the appearance of favoritism and decrease the likelihood of harassment in the workplace.

Outside Employment/Directorships

It is in all of our best interests that all employees and members devote their energies to their work for the Company. Although we encourage employees and members to engage in activities in their communities and in the enhancement of their careers, professional or other outside employment while an employee or member of the Company could interfere with an employee or member's ability to fulfill adequately his or her professional responsibilities.

Company employees and members should not work for a competitor, client, consultant, distributor or supplier of the Company, without approval of the Management Committee as that term is defined in the Second Amended and Restated Limited Liability Company Agreement of DCI Group AZ, L.L.C.

Management Committee approval is required prior to accepting a directorship with any for-profit organization or nonprofit/charitable organization that is a client of the Company.

Participation in Outside Political Activity

An employee or member may participate in outside political activity, including volunteer or professional work for a political campaign or party. If such activity takes place during DCI working hours or if an employee wants time off to participate in such political activity, employees or members must seek approval from his or her supervisor.

Confidential Information

Confidential corporate information belongs to the Company. No employee or member may divulge to a third party or use for his or her personal benefit any confidential information that belongs to the Company, its clients or consultants, except where disclosure is approved by the Company, the client or consultant or otherwise legally mandated.

Confidential information includes any information that has not been made available to the public that provides insight into DCI's business activities. It also includes important non-public information about companies with which DCI has dealings, including clients and consultants. Confidential documents must be kept private and secure.

Knowledge of a client's business affairs must never be disclosed or used in an improper manner. Employees and members should not discuss confidential client matters with unrelated clients or with third parties, including friends, relatives or other non-employees unless authorized to do so.

Employees and members should not obtain another company's trade secrets or confidential information by improper means.

When an individual leaves the employment of DCI, he or she must return to DCI any confidential information he or she may have, return all documents and other materials belonging to DCI and continue to respect confidences and not divulge any confidential information regarding DCI, its clients, consultants, employees or members.

The obligations of employees and members with regard to confidential information are more fully and clearly discussed in DCI's Confidentiality and Non-Solicitation Agreement signed by all employees and members. If there are any doubts as to what may constitute confidential information, employees and members should speak directly to their supervisor.

Taking Company Business Opportunities

Company employees and members may not take for themselves business opportunities that rightfully belong to the Company. These business opportunities rightfully belong to the Company when, for example, the Company has pursued the opportunity, the opportunity is offered to the Company, the Company has funded the opportunity, the Company has devoted facilities or personnel to develop the opportunity, or the opportunity is in the same line of business as the Company's business.

Insider Trading

In the course of business activities, an employee or member may become aware of nonpublic information regarding the business operations of other companies which has come into the Company's possession on a confidential basis. The United States securities laws prohibit trading securities on the basis of such non-public information if it is material. Information is deemed material if an investor would consider it important in deciding whether to buy, sell or hold securities. Information is considered to be non-public unless it has been adequately disclosed to the public and there has been sufficient time and opportunity for the market as a whole to assimilate such information. Generally, this means that the information has been available to the public for at least two business days. Trading in securities on the basis of non-public information is strictly prohibited.

Employees and members also should not share non-public material information with friends, relatives or other third parties. If acted upon, the friend, relative or third party can be held in violation of securities laws regarding insider trading *as well as* the employee or member. Sharing such non-public material information is strictly prohibited.

Company Property

DCI utilizes business systems and equipment to enhance the quality and efficiency of the services it provides. These systems and equipment should be used for DCI business-related purposes. Limited personal use of these systems are permitted, so long as it is not excessive and does not interfere with the work of the employee or member or the work of another employee or member.

DCI reserves the right to revoke or limit the privileges of any employee or member for excessive personal use of these resources. All use of these resources must comply with applicable law and DCI policies.

All messages, documents, data and other material created by, entered into or stored in DCI's systems or equipment are the sole property of DCI. All such material or systems or equipment usage is subject to access, review, monitoring, and/or disclosure by DCI at any time, with or without notice, including, without limitation, all emails and internet usage. No DCI employee or member should have any expectation of privacy with respect to his or her activities involving DCI systems or equipment.

In addition, pursuant to DCI's "Bring Your Own Device Policy", certain DCI information is stored on an individual's personal cellular device. Such information is the sole property of DCI. DCI has the right to access, review and monitor such information, with or without notice and DCI has the right to delete such information at any time. No DCI employee or member should have any expectation of privacy with respect to the DCI information stored on their personal devices.

All employees and members must protect DCI's assets and ensure their efficient use. Such assets include, without limitation, intellectual property, logos, trademarks, patents, copyrights, confidential or proprietary information, ideas, plans and strategies.

Political Contributions

Although we encourage all associates to vote and be politically aware, Company funds and resources (such as office space and/or employee work time) should not be contributed to any political organization, candidate or public official without the express approval of the Management Committee.

External Communications

Communications made to the general public on behalf of DCI must be approved by the Managing Members and personal views must be kept separate from Company views.

All media inquiries regarding the Company must be referred to Craig Stevens.

Company stationary or business titles may not be used in communications involving non-DCI business.

Government Investigations and Information Requests

DCI's policy is to cooperate with all regulatory and other law enforcement investigations. However, DCI is entitled to all the safeguards provide by law in connection with such investigations.

Employees and members have individual rights should an investigator contact them. They have the right to review the credentials of the investigator or law enforcement officer and the right to either decline to be interviewed or to agree to be interviewed. If a representative of any government or governmental agency seeks an interview with an employee or member, they have the right to advise the investigator that they wish to consult with their supervisor or a DCI attorney before they consent to an interview. If this is the case, they should contact their supervisor or the office of the General Counsel. If an employee or member consents to be interviewed, they have the right to insist that the interview be conducted at a different time and place, one that is convenient for them. If an employee or member consents to be interviewed, they must obtain specific authorization or advice from DCI if they are asked by an investigator to discuss (1) individual financial information of any person (other than themselves) or of any entity, (2) proprietary information belonging to DCI or (3) any document or record that belongs to DCI. An employee or member has the right to tell anyone about contact by a law enforcement officer or investigator. In many cases, DCI will furnish an employee or member with an attorney.

Employees and members should preserve all materials, including documents and e-mails that might relate to any pending or reasonably possible investigation. If an employee or member is aware of a pending or reasonably possible investigation, potentially relevant documents must not be destroyed, deleted, discarded or removed from the control of DCI. This directive applies to all records, whatever medium stored, including, without limitation, hard copies, electronic copies and email. This includes all documents and email on equipment owned by DCI and used by the employee or member (whether at the office or at home) including, but not limited to, laptop computers, wireless devices, and home computers.

Amendment, Modification and Waiver

The Management Committee has overall responsibility for interpreting and administering this Code of Conduct. Any amendment, modification, waiver, interpretation or other administration of this Code of Conduct may be implemented only by the Management Committee.

Reporting Illegal or Unethical Behavior

If an employee becomes aware of, or is concerned that there has been a legal or ethical violation, including a violation of Company policy, he or she should report it to his or her supervisor, the Office of the General Counsel or the Chief Talent Officer. No one who reports a suspected violation in good faith will be subject to retaliation for making such a report.

If a member becomes aware of or is concerned that there has been an ethical or legal violation of Company policy, he or she is required to report this immediately to the Office of the General Counsel or the Chief Talent Officer.

The General Counsel will investigate all reports of violations. If the result of an investigation indicates that corrective action is required, DCI will decide what steps to take, including, when appropriate, legal proceedings and disciplinary action up to and including termination to rectify the problem and avoid the likelihood of recurrence.

Questions, Concerns: Where to Go for Help

It is difficult to include in the Code every type of ethical situation an employee or member might encounter. In order to provide further guidance and expertise, the Office of the General Counsel or the Chief Talent Officer are available to answer additional questions. When in doubt about the best course of action in a

particular situation, an employee or member should discuss it with his or her manager, the Office of the General Counsel or the Chief Talent Officer.

Violations of Code

If the Company, in its reasonable discretion, determines that an employee or member has violated any provision of the Code, it will take appropriate action under the circumstances, up to and including termination of employment. In addition, depending on the nature of the violation, DCI will take other appropriate action, including but not limited to initiating proper legal action and/or notifying the proper authorities regarding the violation. Violations of the Code may subject an employee or member to criminal prosecution in addition to civil actions and any disciplinary measures taken by DCI.

Compliance and Acknowledgement

All employees and members are required to sign an acknowledgement confirming that they have received and read this Code of Conduct, understand and will comply with it.

DCI Group AZ, L.L.C.

Electronic Funds Transfer Information Form



Company / Consultant Name: Liberty International Group
Bank Account Title / Name: Connie Mack
Bank Account #: [REDACTED]

Routing Numbers / ABA Numbers - inside the United States

For ACH's: [REDACTED]

For Wire Transfers: _____

Note: ABA / Routing numbers for ACH's and wires often differ.

SWIFT Code for International Wire Transfers: _____



Service Work Order

This Service Work Order ("Order") is issued and executed pursuant to the previously executed Master Services Agreement ("Agreement") between DCI Group AZ, L.L.C. ("DCI AZ") and the Consultant listed below. This Order shall be governed by the terms outlined below as well as the terms of the Agreement and shall constitute an integral part thereof. If any terms in this Order conflict with the terms of the Agreement, the terms of this Order shall supersede the terms of the Agreement and govern solely for the engagement covered by this Order.

Company (Consultant) Information

Liberty International Group
Honorable Connie Mack, Principal
1120 20th Street, NW
Suite 700 North
Washington, DC 20036

Term

Effective Date of this Order: August 21, 2020
Termination Date of this Order: November 30, 2020

This Order may be terminated by DCI AZ or Consultant by providing ten (10) days' written Notice (as defined in the Agreement) to the other.

Project Specifications

Project Name: DCI AZ – General Consultant
Brief Description of Services to be Performed: Public & Government Affairs Consulting

Compensation & Invoicing

\$15,000 per month, prorated for partial months depending on actual Effective and Termination dates.

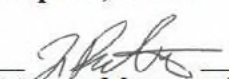
In accordance with your Agreement, your invoice must contain the below project code in order to be paid timely. Invoices submitted without the project code will be returned to Consultant for revision. The project code for this Service is: 1746.

The undersigned have executed this Order as of the Effective Date listed above.

Liberty International Group

By 
Hon. Connie Mack, Principal

DCI Group AZ, L.L.C.

By 
Justin Peters, Managing Member

E-mail or mail signed Order and Invoices to:

DCI Group AZ, L.L.C.
Attn: Wendy McKillop Slagle
1828 L Street, NW, Suite 400
Washington, DC 20036
wslagle@dcigroup.com

July 2011